

Hold
Bill No. S-72-06-14

SPECIAL ORDINANCE NO. S- 81-721

AN ORDINANCE approving bid document Ref. No. 444, with Gladieux Refinery, Inc. for SCl Road Oil for the Street Department.

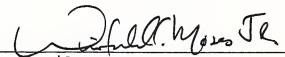
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. A certain bid document Ref. No. 444, approved June 8, 1972 between the City of Fort Wayne, by and through its Mayor, Board of Public Works, Street Department and Department of Purchases, and Gladieux Refinery, Inc., for:

350,000 Gal. SCl Road Oil \$.1770/gal

for a total cost of \$61,950.00, all as more specifically set forth in said bid document Ref. No. 444 and Purchase Order No. 3-07992, which are on file in the office of the Department of Purchases and are by reference incorporated herein and made part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by Moses seconded by Stier and duly adopted, read the second time by title and referred to the Committee on Public Works (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.

Date: June 13, 1972

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses seconded by Hinga and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
Burns	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hinga	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kraus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nuckols	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Moses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Schmidt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Schmidt, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Stier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Talarico	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Date 9-26-72

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. 81-72 on the 26th day of September, 1972.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of September, 1972 at the hour of 9:00 o'clock 4 M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 27th day of September, 1972 at the hour of 11:30 o'clock 4 M., E.S.T.

John A. Lebeck
MAYOR

*Hold.
Mund.
Gibbs & Co.
Rep. Council*

*report of
all elected
members*

Bill No. S-72-06-14

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving bid document Ref. No. 444, with Gladieux
Refinery, Inc. for SCl Road Oil for the Street
Department.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

William T. Hinga - Vice-Chairman

Samuel J. Talarico

Eugene Kraus, Jr.

Donald J. Schmidt

*Winfield C. Moses Jr.
William T. Hinga
Samuel J. Talarico
Eugene Kraus Jr.
D J Schmidt*

CONCURRED IN
DATE 9-26-72 CHARLES W. WESTERMAN, CITY CLERK

CITY OF FORT WAYNE

INTER-DEPARTMENT COMMUNICATION

FROM: DEPARTMENT OF PURCHASES

June 8, 1972

TO: David Keller, City Attorney

~~1310 Anthony Wayne Bank Bldg.~~ Ft. Wayne, Indiana, 1310 Anthony Wayne Bank Bldg.

SUBJECT: Bid Ref. No. 444, Board of Public Works, Street Department
SC1 Road Oil

Dear Mr. Keller

Please prepare an ordinance to be introduced in the common council June 13, 1972, approving a contract between the City of Fort Wayne, by and through its Mayor, and the Department of Purchases, and Gladieux Refinery, Inc.

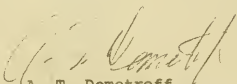
4133 New Haven Avenue, Fort Wayne, Indiana

For the following:

350,000 Gal. SC1 Road Oil \$.1770/gal \$61,950.00

Gladieux Refinery, Inc. was next lowest bidder.
Lowest bidder did not meet specifications.

as more particularly set forth in Department of Purchases Bid ^{as reqd.} document, Reference No. 444 and Purchase Order No. ~~44444~~, on file in the Department of Purchases.


A. T. Demetroff
Assistant

BID REF. NO. 444
 DESCRIPTION SCL Road Oil
 CLOSING DATE 3/27/72
 ENDING April 30, 1973
 DEPARTMENT Street Dept.

Dailey
 Asphalt

Gladieux
 Refinery

Wayne Waste
 Oil

TERMS

QUANTITY	COMMODITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
----------	-----------	-------	-------	-------	-------	-------	-------	-------	-------

350,000	Gal. SCL Road Oil	1936 gal @ 128.30		1770 gal @ 61.950		15.5 gal @ 54.250			
		affidavit		affidavit		affidavit			
		Bid Bond		Bid Bond		Bid Bond			
				3 dist available		6 dist available			
				for applying		for applying			
				oil		oil			
				Net		Net 30			

Hipskind
Asphalt
Corp.

[illegible]

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

(423-7037)

Page 1 of 7Ref. No. 444Date March 10, 1972

Date wanted _____

As Required

Fund
Appropriation No. 28-2

*Mail all replies and correspondence, etc. to Attn. of _____

A.T. Demetroff

DEPARTMENT OF PURCHASES

Room 950, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department
or Division

Board of Public Works, Street Department

Address 231 So. Clinton St., Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Monday, March 27, 1972 at 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Estimated requirements of SCL Road Oil, in accordance with Indiana State Highway Specifications, furnished and applied.	\$.1770	\$61,950.00
<p>*The successful bidder may be required to furnish an indemnity and performance bond, as provided in paragraphs 4 and 16, page two.</p>				

See instruction item No. 10 on reverse side hereof.

Bid Bond required ☐ YES ☒ \$1,500.00 Performance Bond ☒ NO ☐ YES ☐

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order ☒

IMPORTANT ☒

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above:

Sign Here:

James M. Gladieux
Gladieux Refinery, Inc.

Per James M. Gladieux Title President

Address 4133 New Haven Avenue

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejections:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.h.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1961 supplement regulating such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privilege of employment because of race, color, religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

as follows:

as follows:

Date

Date

Accepted
Board-Commissioner Dept. of Purchasing, etc.

Rejected
Board-Commissioner Dept. of Purchasing, etc.

SCL ROAD OIL - INDIANA
STATE HIGHWAY SPECIFICATION

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the Contract. The estimated quantities will be used solely for the purpose of making a comparison of bids.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered and applied in accordance with instructions of the using Department as ordered, beginning on the date of the Contract award and continuing through April 30, 1973. Each release for delivery and application shall be evidenced by a regular purchase order issued by or on behalf of the using Department.

PRICING AND INVOICING:

Bidder's price shall include the material and the application thereof. Invoices must be submitted to the using Department together with the City's standard claim form for that Department. The primary users of the commodity are: Board of Public Works and the Board of Park Commissioners.

COMMODITY:

SCL Road Oil, per Indiana State Highway Specifications, furnished and applied as ordered.

ESTIMATED QUANTITY:

350,000 gallons.

EQUIPMENT:

The successful bidder will be required to show satisfactory evidence of capability and that he has sufficient and proper equipment to fulfill the contract. Lack of equipment will be sufficient cause to reject his bid. See questionnaire below.

BIDDERS PROPOSAL SECTION

350,000gal. SCl Road Oil, Applied.

Price per gal.: \$.1770 Total: \$ 61,950.00

Available Equipment: We own all the necessary equipment to do the required work. It consists of (3) Distributors-- 1-3,000 gallon capacity and 2-2,000 gallon capacity: (1) Tractor-Trailer Combination distributor- 4,000 gallon capacity. These Distributors are capable of spreading from 8 - 19 Feet wide areas.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

} ss:
----- Allen ----- COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

James M. Gladieux

James M. Gladieux, President

Bidder or Agent

For Gladieux Refinery, Inc.

Firm or Corporation

Subscribed and sworn to before me this 27 day of March, 1972.

My Commission Expires

March 19, 1974

Jerry L. Maloy

REQUEST FOR PUBLICATION

News	X
Sentinel	
Journal	X
Gazette	
Other	

DATE March 10, 1972

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Board of Public Works-Street
9th Flr., City-County Bldg.
Address One Main St., Ft. Wayne, Ind. 46802

Department of Purchases
City of Fort Wayne

By *C. T. Genshott*BIDS WANTED - REFERENCE NO. 444

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One East Main Street, Room
950, Fort Wayne, Indiana, until 10:00 A.M., Monday, March 27, 1972
for the following items:

Annual Requirements - SCL Road Oil, Applied

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 1,500.00
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A.J. Bill
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

March 14, 1972

March 21, 1972

LEGAL NOTICE x

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of One Thousand Five Hundred Dollars,

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY): If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____ Dollars

OR _____ Bank

of _____ is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Jerry L. Maloy

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Gladieux Refinery, Inc.

Name of Bidder—Print or Type

By James M. Gladieux

Signature of Person Authorized to Sign

Title President

4133 New Haven Avenue

Street Name and Number

Fort Wayne, Indiana 46803

City, State and Zip Code

Date March 27, 1972

Witnessed by:

James M. Gladieux

SURETY

Indiana Insurance Company

Name of Company—Print or Type

Incorporated In the State of: Indiana

Address Indianapolis, Indiana

By Michael J. Smith
Signature of Attorney-in-Fact
March 27, 1972



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint
Ralph McKibben, A. J. Hoffman, Joe J. Hoffman

of Fort Wayne, and State of Indiana
its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows: Not to exceed the sum of \$100,000.

This power of attorney revokes that issued on behalf of Ralph McKibben, et al dated February, 14th, 1968.
and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VI, Section 34-A and B of the By-laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VI, Section 34-A. The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him."

"Section 34-B. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the Corporation and to attach the seal of the Corporation thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 25th day of November 19 68.

INDIANA INSURANCE COMPANY

ATTEST: R. T. Woolman
-Secretary - Assistant Secretary

By J. S. Faust
Vice President

STATE OF INDIANA) ss.
COUNTY OF MARION)

On this 25th day of November, A.D. 19 68, before me personally came J. S. Faust, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said J. S. Faust

further said that he is acquainted with R. T. Woolman and knows him to be the Secretary - Assistant Secretary of said Corporation; and that he executed the above instrument.

11-4-72

My Commission Expires

Hazel Anderson

Notary Public

STATE OF INDIANA) ss.
COUNTY OF MARION)

I, R. T. Woolman, the Secretary-Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this 23 day of December, A.D., 19 71.

(Seal)



10-25 Orig.

R. T. Woolman
Assistant Secretary